

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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YONG XU, -
on behalf of himself and others similarly situated,
Plaintiff,

Case No. 19-cv-11885 (PAE)
(SDA)

v.

PROPOSED JUDGMENT

KEALOHA SUSHI INC
f/k/a Aloha Sushi Inc
d/b/a Kealoha Sushi & Poke Bowl,
SONG CHEN
a/k/a Jacky Chen
a/k/a Ah Niu
a/k/a "John 02 Doe,"
"JOHN 01 DOE"
a/k/a Ah Jiu, and
DARWIN "DOE,"

Defendants.
-----X

~~The Honorable Magistrate Judge~~ PAUL A. ENGELMAYER, District Judge:

Whereas pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, Defendants KEALOHA SUSHI INC f/k/a Aloha Sushi Inc d/b/a Kealoha Sushi & Poke Bowl and SONG CHEN a/k/a Jacky Chen a/k/a Ah Niu a/k/a "John 02 Doe" (collectively "Defendants") having offered to allow judgment be taken against them by consent Plaintiff YONG XU, in this action for the sum of **Sixty-Two Thousand Dollars (\$62,000.00)** including all attorneys' fees and costs now accrued; the offer of judgement ^{is made} ~~is made~~ for purposes specified in Rule 68, and is not to be construed as an admission that the offerors are liable in this action or that consent Plaintiff YONG XU suffered any damage; Plaintiff YONG XU through John Troy, Troy Law PLLC, on having accepted and provided notice that they have accepted Defendants' Offer of Judgment, date December 8, 2021, and the matter having come before this Court, ~~the Court no render it Order that~~ the Clerk should enter judgment dismissing the case in accordance with the acceptance of offer of judgment pursuant to Fed. R. Civ. P. 68 and ~~directing the Clerk to close this case.~~ It is hereby:

ORDERED, ADJUDGED, AND DECREED, that for the reasons stated in the offer and acceptance of judgement pursuant to ^{Rule 68}~~Rule 6~~, the Clerk shall enter a judgement in the amount of **Sixty-Two Thousand Dollars (\$62,000.00)**, jointly and severally against Defendants KEALOHA SUSHI INC f/k/a Aloha Sushi Inc d/b/a Kealoha Sushi & Poke Bowl and SONG CHEN a/k/a Jacky Chen a/k/a Ah Niu a/k/a “John 02 Doe”; now shall make the payments as follows:

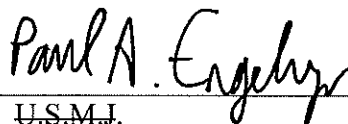
1. \$6,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on December 31, 2021, for deposit into Troy Law, PLLC’s escrow account;
2. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on January 31, 2022, for deposit into Troy Law, PLLC’s escrow account;
3. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on February 28, 2022, for deposit into Troy Law, PLLC’s escrow account;
4. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on March 31, 2022, for deposit into Troy Law, PLLC’s escrow account;
5. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on April 30, 2022, for deposit into Troy Law, PLLC’s escrow account;
6. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on May 31, 2022, for deposit into Troy Law, PLLC’s escrow account;
7. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on June 30, 2022, for deposit into Troy Law, PLLC’s escrow account;
8. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on July 31, 2022, for deposit into Troy Law, PLLC’s escrow account;
9. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on August 31, 2022, for deposit into Troy Law, PLLC’s escrow account;

10. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on September 30, 2022, for deposit into Troy Law, PLLC's escrow account;
11. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on October 31, 2022, for deposit into Troy Law, PLLC's escrow account;
12. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on November 30, 2022, for deposit into Troy Law, PLLC's escrow account;
13. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on December 31, 2022, for deposit into Troy Law, PLLC's escrow account;
14. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on January 31, 2023, for deposit into Troy Law, PLLC's escrow account; and
15. \$4,000.00 by certified check to Troy Law, PLLC, attorneys for Plaintiff, by or on February 28, 2023, for deposit into Troy Law, PLLC's escrow account.

WHEREAS if any amounts remain unpaid, upon the aforementioned schedule, that the post-judgment interest shall accrue pursuant to 28 U.S.C. 1961; and

WHEREAS upon the expiration of 90 days following the issuance of judgment, or 90 days after expiration of the time of appeal and no appeal is then pending, or 90 days following a default whichever later, the total amount shall automatically increase by fifteen percent, as required by NYLL 198(4). Plaintiff shall then have the right to seek twice (2x) the unpaid Judgment Amount, plus fifteen percent (15%) of twice (2x) the unpaid Judgment Amount in any court of competent jurisdiction, with Defendants being liable to Plaintiff for any attorney fees, costs, or disbursements incurred in such enforcement action.

Date: 12/15/2021



U.S.M.J.
United States District Judge